

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 1	
2. AMENDMENT/MODIFICATION NO A001		3. EFFECTIVE DATE 5/18/98		4. REQUISITION/PURCHASE REQ NO. 8-13328	
5. PROJECT NO (If applicable)					
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE			

FAA, MIKE MONRONEY AERONAUTICAL CENTER
AMT CONTRACTING TEAM AMQ-310
P O BOX 25082
OKLAHOMA CITY OK 73125-4929

FOR MORE INFORMATION CONTACT:
Name: JOE SMITH, AMQ-310
Telephone No. (405) 954-7791
Fax: (405) 954-3030

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO
TO ALL PROSPECTIVE OFFERORS		X	DTFA-02-98-R-90634
			9B. DATED (SEE ITEM 11) 5/13/98
			10A. MODIFICATION OF CONTRACT/ORDER
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF Solicitations

(X)The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [.] is extended, [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning [1] copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
E.	IMPORTANT: Contractor [] is not, [] is required to sign this document and return [] copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The solicitation referenced in Item 9A above for the Development and Revision of Aeronautical Handbooks is amended as follows:

- A. Page 1, Contract Type is changed to read "Indefinite Delivery/Requirements w/Firm Fixed Rates".
- B. Delete pages 2 through 35 and replace with pages 2R through 36R.

Reference Item 11 above. Acknowledge receipt of this amendment to:

FAA Bid & Proposal Officer (AMQ-140)
Room 308, Multi-Purpose Building
6500 South MacArthur Boulevard (P.O. Box 25082, Zip 73125-4933)
Oklahoma City, OK 73169-4933

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER ((Type or print))		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY:	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE 1r
2. CONTRACT NO.	3. SCREENING INFORMATION REQUEST NO. DTFA-02-98-R-90634	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED 5/13/98	6. REQUISITION/PURCHASE NO. 8-13328 (FAA Internal Use Only)	
7. ISSUED BY CODE FAA, AMT Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4931		8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-140) Multi-Purpose Building, Room 321 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4933			

**INDEFINITE DELIVERY/REQUIREMENTS
W/FIRM FIXED RATES**

**SOLICITATION DEVELOPMENT AND REVISION OF
AERONAUTICAL HANDBOOKS**

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 308, Multi-Purpose Building until **3:30 pm.** local time **6/3/98**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME Joe Smith	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-7791
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11. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
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X	A	SOLICITATION/CONTRACT FORM	1r	X	I	CONTRACT CLAUSES	15r-20r
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2r-6r	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	7r-10r	X	J	LIST OF ATTACHMENTS	20r
X	D	PACKAGING AND MARKING	10r	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	10r	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	21r-25r
X	F	DELIVERIES OR PERFORMANCE	10r-11r	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	25r-33r
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days **(60 calendar days unless a different period is inserted by the offeror)** from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >
		ITEM
24. ADMINISTERED BY (If other than Item 7) FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932	CODE	25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COST
PRICING SCHEDULE

BASIC YEAR

The contractor shall furnish and supply the items set forth below in accordance with the attached purchase description, and with all other terms, conditions, and provisions set forth herein

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST</u> <u>ANNUAL</u> <u>QTY</u>	<u>UNIT</u>	<u>ESTIMATED</u> <u>ANNUAL</u> <u>AMOUNT</u>
001	Development of: Aeronautical Handbooks	1	JOB	\$ <u>100,000</u> (NTE*)
	Full Text Page	\$_____	per page	
	Half Text/Half Graphics Page	\$_____	per page	
	Full Graphics Page	\$_____	per page	
	Fold Out Graphics Page	\$_____	per page	
002	Revision of: Aeronautical Handbooks	1	JOB	\$ <u>100,000</u> (NTE*)
	Full Text Page	\$_____	per page	
	Half Text/Half Graphics Page	\$_____	per page	
	Full Graphics Page	\$_____	per page	
	Fold Out Graphics Page	\$_____	per page	
003	Travel Costs in accordance with Section H, Clause H.4, "Travel Costs".	1	NTE*	\$ 5,000

*NTE - NOT TO EXCEED

**PRICING SCHEDULE
(cont)**

OPTION YEAR 1

The contractor shall furnish and supply the items set forth below in accordance with the attached purchase description, and with all other terms, conditions, and provisions set forth herein

ITEM	DESCRIPTION	EST ANNUAL QTY	UNIT	ESTIMATED ANNUAL AMOUNT
001	Development of: Aeronautical Handbooks	1	EA	\$ <u>100,000</u> (NTE*)
	Full Text Page	\$_____	per page	
	Half Text/Half Graphics Page	\$_____	per page	
	Full Graphics Page	\$_____	per page	
	Fold Out Graphics Page	\$_____	per page	
002	Revision of: Aeronautical Handbooks	1	EA	\$ <u>100,000</u> (NTE*)
	Full Text Page	\$_____	per page	
	Half Text/Half Graphics Page	\$_____	per page	
	Full Graphics Page	\$_____	per page	
	Fold Out Graphics Page	\$_____	per page	
003	Travel Costs in accordance with Section H, Clause H.4, "Travel Costs".	1	NTE*	\$ 5,000

*NTE - NOT TO EXCEED

PRICING SCHEDULE (cont)

OPTION YEAR 2

The contractor shall furnish and supply the items set forth below in accordance with the attached purchase description, and with all other terms, conditions, and provisions set forth herein

ITEM	DESCRIPTION	EST ANNUAL QTY	UNIT	ESTIMATED ANNUAL AMOUNT
001	Development of: Aeronautical Handbooks	1	EA	\$ <u>100,000</u> (NTE*)
	Full Text Page	\$_____	per page	
	Half Text/Half Graphics Page	\$_____	per page	
	Full Graphics Page	\$_____	per page	
	Fold Out Graphics Page	\$_____	per page	
002	Revision of: Aeronautical Handbooks	1	EA	\$ <u>100,000</u> (NTE*)
	Full Text Page	\$_____	per page	
	Half Text/Half Graphics Page	\$_____	per page	
	Full Graphics Page	\$_____	per page	
	Fold Out Graphics Page	\$_____	per page	
003	Travel Costs in accordance with Section H, Clause H.4, "Travel Costs".	1	NTE*	\$ 5,000

*NTE - NOT TO EXCEED

PRICING SCHEDULE (cont)

OPTION YEAR 3

The contractor shall furnish and supply the items set forth below in accordance with the attached purchase description, and with all other terms, conditions, and provisions set forth herein

ITEM	DESCRIPTION	EST ANNUAL QTY	UNIT	ESTIMATED ANNUAL AMOUNT
001	Development of: Aeronautical Handbooks	1	EA	\$ <u>100,000</u> (NTE*)
	Full Text Page	\$_____	per page	
	Half Text/Half Graphics Page	\$_____	per page	
	Full Graphics Page	\$_____	per page	
	Fold Out Graphics Page	\$_____	per page	
002	Revision of: Aeronautical Handbooks	1	EA	\$ <u>100,000</u> (NTE*)
	Full Text Page	\$_____	per page	
	Half Text/Half Graphics Page	\$_____	per page	
	Full Graphics Page	\$_____	per page	
	Fold Out Graphics Page	\$_____	per page	
003	Travel Costs in accordance with Section H, Clause H.4, "Travel Costs".	1	NTE*	\$ 5,000

*NTE - NOT TO EXCEED

**PRICING SCHEDULE
(cont)**

OPTION YEAR 4

The contractor shall furnish and supply the items set forth below in accordance with the attached purchase description, and with all other terms, conditions, and provisions set forth herein

ITEM	DESCRIPTION	EST ANNUAL QTY	UNIT	ESTIMATED ANNUAL AMOUNT
001	Development of: Aeronautical Handbooks	1	EA	\$ <u>100,000</u> (NTE*)
	Full Text Page	\$_____	per page	
	Half Text/Half Graphics Page	\$_____	per page	
	Full Graphics Page	\$_____	per page	
	Fold Out Graphics Page	\$_____	per page	
002	Revision of: Aeronautical Handbooks	1	EA	\$ <u>100,000</u> (NTE*)
	Full Text Page	\$_____	per page	
	Half Text/Half Graphics Page	\$_____	per page	
	Full Graphics Page	\$_____	per page	
	Fold Out Graphics Page	\$_____	per page	
003	Travel Costs in accordance with Section H, Clause H.4, "Travel Costs".	1	NTE*	\$ 5,000

*NTE - NOT TO EXCEED

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 STATEMENT OF WORK

a. General

The Federal Aviation Administration (FAA) is responsible for developing and revising the airman's aeronautical handbooks. These aeronautical handbooks are to provide the necessary information for an applicant to successfully pass the appropriate knowledge and practical tests. These tests are required for an applicant to obtain an airman certificate.

b. Scope

(1) These aeronautical handbooks are for both entry and advanced level airmen. The handbooks are to be developed to provide the specific subject areas needed to support the required training and testing for airman certification. Examples of handbook contents could include: introduction to flight training, introduction to airplane and engines, introduction to the basics of flight, effect and use of flight controls, knowledge to operate safely in the National Airspace System (NAS), weather and weather conditions, ground operations, flight maneuvers, human behaviors, the learning process, teaching methods and process, or the responsibilities of an instructor.

(2) Currently, the following aeronautical handbooks are under consideration for development or revision:

- Aviation Instructor's Handbook, AC 60-14, pg. 120
- Instrument Flying Handbook, AC 61-27, pg. 269
- Basic Helicopter Handbook, AC 61-13, pg. 104
- Flight Training Handbook, AC 61-21, pg. 325
- Pilot's Handbook of Aeronautical Knowledge, AC 61-23, pg. 157
- Others (to be determined)

(The page estimates for the above handbooks do not include any of the following: preface, content listing, index, appendix, or glossary.)

c. Concept

(1) The aeronautical handbooks will be developed or revised in accordance with the current advisory circular (AC) format. These handbooks will be developed in an approved format (CD-ROM) and files (software program) acceptable to the FAA and the government printing office (GPO) standards for printing.

(2) The average number of pages per handbook will generally increase by approximately 25 percent due to new subject matter material and enhanced graphics. The handbooks would not need revising on an annual basis; however, a reasonable cycle for revision may be every 3 years. If a major subject or a safety related area is revised, in the interest of aviation safety the revision would be completed sooner than the every 3 years cycle. This would require updating all the applicable handbook(s). For example, a complete rewrite or a new handbook should not be more than 2 books per year, and updating or revising should not be more than 4 books per year. Variables affecting the contract would be: number of publishers contracted to develop the handbooks, number of FAA subject matter experts involved in reviewing the material, and the number of handbooks under development at any one time.

(3) The contents of the handbook will be written to the ninth grade education level except for required technical terms. The graphics will be not less than four color high resolution. The handbook will be developed or

revised from the current edition of the handbook (AC). The handbook will be developed in increments (stages) with the FAA representative reviewing and editing each increment. The contractor will correct the reviewed and edited material and resubmit to the FAA. The time for completing a handbook is anticipated not to exceed 12 months from start to completion from approval of the detailed work plan.

(4) This contract will be a multi-handbook, multi-year and multi-contractor award.

d. Required Contractor Expertise

(1) Because of the extensive automation and technical changes involved in the task, the following expertise will be required.

(2) For the automation portion of this task, expertise in automated systems is essential and state-of-the-art knowledge regarding text and graphics scanning onto CD-ROM media. The capability of automated page formatting for document publication is also required. The acceptable software programs for development or revision of these handbooks will be the latest version of Pagemaker or QuarkXPress for text and Adobe Illustrator for graphics. The programs and developed material must be functional using Windows compatible equipment.

(3) Since the contents of the document are highly technical, it is essential that appropriately experienced personnel are available for the development of the document's contents. This expertise must include recent experience and understanding, within the last three (3) years, of the knowledge requirements to operate safely in the National Airspace System as a airman, have a working knowledge of the Code of Federal Regulations (CFR's) as they relate to airman certification requirements, have recent airman operational experience in the airspace system, and have recent experience in teaching and testing procedures for airman certification. Resumes for the technical writers and technical and experience levels of the subject matter experts (SME's) must be submitted with the contract proposal.

(4) A minimum of 5 years management experience in technical aviation programs and automation systems is required.

e. Definitions

FAA Aeronautical Handbooks: The aeronautical handbooks are an Advisory Circular (AC) written in the format of a handbook providing aeronautical information for an airman's knowledge. This information is required for an airman applicant to obtain the necessary knowledge to successfully pass a knowledge or practical test in the airman certification process.

f. Government Furnished Property and Services

(1) The Government shall furnish an outline of the general content of the handbook to be revised with updated material. The handbook(s) will remain in the same contents order as in current publication unless specifically noted in the work plan.

(2) The Government shall furnish specifications for the publication to include style, reading level, specific emphasis topics, and other requirements for the finished product. The current version of the Pilot Handbook of Aeronautical Knowledge, AC 61-23, establishes these basic specifications or requirements. This advisory circular is available from the Superintendent of Documents, P.O. Box 371954, Pittsburgh, PA 15250-7954, or from U.S. Government Printing Office bookstores located in major cities throughout the United States. The Government shall furnish a copy of the

current handbook material for development or revision, as appropriate, and an outline of changes or modifications required.

g. Contractor-Furnished Items

The contractor(s) will furnish all facilities, equipment and supplies for the document preparation (deliverables) .

h. Specific Tasks

(1) The FAA will initiate contact with one of the selected contractors from the qualified contractor list to determine if the selected contractor can perform the specific handbook development or revision task. If the first selected contractor is not available to develop or revise the selected handbook, the FAA will contact the other qualified contractor. Upon selection of the contractor, the FAA and the contractor will prepare a work plan for the handbook to be developed to include, but not limited to, areas of updating due to regulation or policy changes, development of new material not currently discussed in the current handbook(s), development of a glossary and index table, and enhancement of graphics.

(2) The FAA and the contractor will meet at the FAA Aeronautical Center to discuss and finalize a work plan for the specific handbook within issuance of work task. If a final plan cannot be established, the FAA will develop a list of discrepancies (issues) within 15 days from FAA/contractor's meeting regarding the proposal of work. If the list of discrepancies (issues) cannot be resolved within the next 7 days, the contractor's contract obligation is voided and the FAA can contact another contractor from the list of qualified contractors for the work.

(3) This work plan will establish a base for the estimated number of pages to complete the specific handbook. The contractor will obtain final FAA approval of the work plan subsequent to commencing handbook development or revision.

(4) The contractor will propose a timetable that will allow the handbook to be developed in a minimum of two increments. The actual number of increments will be determined during the development of the specific work plan. The contractor will submit a monthly status report to the FAA that will include, as a minimum, general summary of status, accomplishments (milestones) and schedule compliance, budget, specific problems areas and recommended solutions, status of action items generated during a Technical Interchange Meeting (TIM) will be summarized. The FAA and the specific contractor will develop the status report format during the initial work plan development meetings.

(5) The contractor will develop or revise handbook subjects and illustrations in accordance with the work plan.

(6) Each increment of the handbook material will be sent to the FAA for review and editing. The FAA will return each increment of the handbook material to the contractor to correct or change within 3 weeks of receipt from the contractor. The contractor will send the corrected handbook material back to the FAA for acceptance within 1 week of receipt from the FAA.

(7) The final handbook materials will be placed in hardcopy (camera-ready) format ready on CD-ROM(s) for publication.

(8) Prepare a final CD-ROM of the handbook materials to be delivered to the FAA as part of the official case file suitable for periodic revision.

i. Deliverables

(a) Each of the deliverables provided by the contractor shall be:

- on a CD-ROM,
- in the appropriately specified software for downloading in the FAA's computers,
- will provide necessary information on any special instructions for the system operation appropriate to the deliverable involved, and
- provide a camera-ready hardcopy of the documentation.

(b) The final aeronautical handbook materials must be prepared in accordance with the current version of the Pilot's Handbook of Aeronautical Knowledge, AC 61-23, regarding content, formatting, and publishing requirements.

(c) The contractor shall also deliver a final automated file copy for future revision purposes.

(d) These deliverables, including completion of technical and editorial reviews by the FAA, shall be provided within 12 months after the development of an approved detailed work plan.

PART I - SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKAGING, PACKING, AND (JAN 1997) CLA.2110 MARKING

Preservation, packaging, and packing shall be in accordance with the industry's standard commercial practices to protect from contamination and damage. The outside of the shipping container shall be marked with the applicable contract number and delivery order number.

PART I - SECTION E - INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by Reference (August 1997)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

3.10.4-4 Inspection of Services--Both Fixed-Price & Cost Reimbursement (April 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997) CLA.0168

(a) The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of

the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

(b) In accordance with Section C.1(c)(3) and C.1(i)(d), deliverables shall be provide within 12 months after the development of an approved detailed work plan. Specific milestones will be identified on each individual delivery order.

F.2 CHANGE TO INDIVIDUAL DELIVERY ORDER (JAN 1997) CLA.1137 SCHEDULE

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

F.3 CONTRACT PERIOD (JAN 1997) CLA.1604

The effective period of this contract is 1 year from date of award.

F.4 ACCELERATED DELIVERY (JAN 1997) CLA.1817

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

3.10.1-24 NOTICE OF DELAY (NOVEMBER 1997)

If the Contractor becomes unable to complete the contract work at the time(s) specified because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the contractor shall give the Contracting officer written notice of the anticipated delay and thereasons therefor. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the contractor, but in no event less than forty-five (45) days before the completion date specified in this contract, unless otherwise directed by the Contracting Officer. When notice is so required, the Contracting officer may extend the time specified in the Schedule for such period as deemed advisable.

NOTICE: The following solicitation clauses pertinent to this Section are hereby incorporated by reference:

- 3.10.1-8 SUSPENSION OF WORK (APRIL 1996)
- 3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)
- 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ORDERING PROCEDURES - MULTIPLE CONTRACT AWARD**

(a) Only duly authorized contracting officers of the Federal Aviation Administration, Mike Monroney Aeronautical Center, may issue orders under this contract.

(b) No protest under the Federal Aviation Administration Dispute Resolution System are authorized in connection with the issuance or proposed issuance of an order under a task order contract or delivery order contract except for a protest on the grounds that the order increases the scope period, or maximum value of the contract.

(c) The awardees shall be ranked in accordance with the evaluation scores. In addition, the delivery orders will be awarded on a rotation basis with the highest scoring awardee listed first. The procedures for selecting awardees for the placement of particular orders need not comply with competition requirements.

(d) Awardees need not be given an opportunity to be considered for a particular order under multiple delivery order contracts if the contracting officer determines that:

(1) The agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;

(2) The awardee in line to receive an order cannot perform the service based on awardee's current workload.

(e) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract stated in the Schedule.

(f) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(g) If mailed, a delivery order is considered "issued" when the FAA deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

G.2 OPTION TO EXTEND SERVICES (JAN 1997)**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INVOICING PROCEDURES - GENERAL (JUL 1997)**CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

- (1) The original to: FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913
- (2) Two copies to: FAA, Mike Monroney Aeronautical Center
Operations Support Branch, AFS-630
P.O. Box 25082
Oklahoma City, OK 73125

- (b) Each invoice shall highlight the following information:
- (1) Contract number and applicable Delivery Order number.
 - (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
 - (3) Extended totals for invoiced quantities.

G.4 ACCOUNTING AND APPROPRIATION DATA (JAN 1997)**CLA.0502**

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 ALLOTMENT OF FUNDS**

The FAA reserves the right to increase or decrease the funds allotted herein for items 001 and 002 on a unilateral basis by change order to the basic contract. In the event of any requirement for additional funds under the items enumerated above, it will be the responsibility of the Contractor to notify the Administrative Contracting Officer pursuant to the clause entitled Limitation of Government's Obligation.

H.2 LIMITATION ON GOVERNMENT'S OBLIGATION

(a) To the extent the Schedule sets forth an amount to cover the estimated cost to the Government for specified items, the Government shall not be obligated to pay the Contractor any amount in excess of the amount so set forth in the Schedule and the Contractor shall not be obligated to continue performance by virtue of which the Government's obligation hereunder would exceed the amount set forth in the Schedule, unless and until the Contracting officer shall have notified the contractor in writing that such amount had been increased and shall have specified in such notice a revised amount which shall thereupon constitute the estimated cost of performance of this contract insofar as the specified items are concerned. When and to the extent that the amount set forth in the Schedule has been increased, any expense incurred by the contractor in excess of such amount prior to the increase shall be allowable to the same extent as if such expenses had been incurred after such increase in such amount.

(b) The contractor shall notify the FAA in writing at the earliest practicable time, whenever he believes that the cost they expects to incur within the succeeding thirty (30) days will exceed 85% of the amount stated in the schedule. The contractor will also notify the government in writing at any other time if it expects the costs he will incur for items chargeable to such amount will be substantially greater or less than such amount.

**H.3 CONTRACT PERFORMANCE WITH FORMER GOVERNMENT
EMPLOYEES (APR 1998) (TO BE PROVIDED AFTER AWARD)****CLA.4527**

(a) After contract award or the effective date this clause is incorporated into the contract by modification, the Contractor agrees not to allow any former Government employee, who separated from Government service

with Variable Separation Incentive Payments (VSIP), to perform work on this contract before receipt of non-objection by the Contracting Officer.

(b) The contractor shall notify the Contracting Officer in advance of any proposed work or change in work to be done under this contract by a former government "buyout" employee. Such written notification shall include:

- (1) employee's full name and date of separation from Government service,
- (2) name and location of former Government agency of employment, and
- (3) either evidence of any one of the following:
 - (i) repayment of the separation incentive or a court approved settlement, or
 - (ii) a waiver of repayment granted under authority of the statute(s) or
 - (iii) that five years have lapsed since separation from government service; or
- (4) proposed job title, work location and "a detailed statement of work to be performed by the former employee" under the contract

(c) No government delay or work suspension will be permitted or allowed pending completion of FAA determinations to utilize any former government employee identified under this clause.

H.4 TRAVEL COSTS (JUL 1997)

CLA.4531

(a) The FAA will reimburse the contractor for actual subsistence and travel costs required and incurred by contractor personnel traveling outside their assigned work location in performance of this contract. Travel must be authorized in advance by the Contracting Officer or Contracting Officer's Technical Representative.

(b) Travel and per diem expenses will be reimbursed at the contractor's actual purchase price not to exceed subsistence rates authorized by the Federal Travel Regulations, FPMR 101-7 as amended, issued by the General Services Administration (GSA). Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable. Expenses for travel by motor or other common carrier shall be reimbursed on a mileage basis at the GSA local automobile transportation rate in effect at the time the travel is accomplished, per vehicle, plus necessary tolls in lieu of actual expenses of such travel.

(c) The contractor shall not be entitled to reimbursement for additional travel associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work location.

(d) Travel, per diem, and subsistence costs, transportation (including local area), and other related expenses shall not be burdened by any indirect costs, e.g., overhead and G&A, or profit.

H.5 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION

(JUL 1997)

CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes in accordance with the clause entitled "OFFEROR'S SUBMITTAL OF REQUEST FOR MODIFICATION OF TERMS AND CONDITIONS, in Section L, may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

PART II - SECTION I - CONTRACT CLAUSES**3.2.4-16 ORDERING (OCTOBER 1996)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award thereafter unless extended by exercise of options extending the ordering period through one (1) year from date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-17 ORDER LIMITATIONS (OCTOBER 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one document/book, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of two documents/books;

(2) Any order for a combination of items in excess two documents/books; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

3.2.4-19 REQUIREMENTS (MODIFIED)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the FAA's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the FAA the supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The FAA may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the FAA shall order from the Contractors all supplies or services specified in the Schedule that are

required to be purchased by the FAA activity or activities specified in the Schedule. This contract will be awarded to multiple [two, 2] offerors, only these two awardees will receive orders. Placement of orders shall be in accordance with Section G, Clause G.1, titled, "ORDERING PROCEDURES - MULTIPLE CONTRACT AWARD".

(d) The FAA is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the FAA urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the FAA may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and FAA's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the expiration date of the current contract period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)

Funds are not presently available for performance under this contract beyond September 30, 1998. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30, 1998, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.8.2-17 KEY PERSONNEL AND FACILITIES (JULY 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

[List key personnel and/or facilities]

3.9.1-1 CONTRACT DISPUTES (NOVEMBER 1997)

(a) All contract disputes arising under or related to this contract, shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a contractor has exhausted its administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System.

(b) Contract Dispute, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A contract dispute arising under a contract, unlike a contract dispute relating to that contract, is a dispute that can be resolved under a contract clause that provides for the relief sought by the contracting party seeking relief. However, a voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a contract dispute. Such submission may be converted to a contract dispute by written notice, to the Contracting Officer, that it is disputed either as to liability or amount.

(c) A contract dispute shall be made in writing and signed by a duly authorized representative of the contractor or the government. At a minimum, a contract dispute shall include a statement of facts, adequate supporting data, and a request for relief. Unless otherwise stated in this contract, a contract dispute by the contractor against the government shall be filed with the Office of Dispute Resolution for acquisition within 6 months after the accrual of the contract dispute.

(d) The Contracting Officer's decision concerning a contract dispute shall be binding on the parties, unless the contractor refers the matter to the FAA Office of Dispute Resolution.

(e) If a contract dispute cannot be resolved at the Contracting Officer level, the matter may be referred, by either party, to the FAA Office of Dispute Resolution for final agency disposition. Such referrals must be in writing directed to the following address:

ODR for Acquisition, AGC-70
FAA
400 7th St., S.W.
Room 8332
Washington, D.C. 20590

Phone (202) 366-6400
Fax (202) 366-7400.

(f) The Office of Dispute Resolution will promulgate procedures and time limitations relevant to contract disputes, which will be described in a provision to be included in this contract or incorporated by reference herein.

(g) When a contract dispute is filed with the FAA Office of Dispute Resolution, a Dispute Resolution Officer will be assigned to the matter. The Dispute Resolution Officer may use any form of alternative dispute resolution to settle a contract dispute, including, but not limited to, informal communication, mediation, fact-finding, and binding or nonbinding arbitration. Binding arbitration may be employed only if the contractor and the FAA agree to use this method to resolve the merits of the contract dispute.

(h) If binding arbitration is agreed to, the decision of the Dispute Resolution Officer will become a final agency decision, unless the FAA Administrator indicates nonconcurrence with the decision, in writing, within 5 business days after the date that the decision is issued. If the FAA Administrator nonconcurs with the decision and issues a contrary determination, then that determination becomes the final agency decision concerning the merits of the contract dispute.

(i) If the parties have not agreed to binding arbitration and are unable to reach an agreement on the merits of the contract dispute through alternative dispute resolution, then the Dispute Resolution Officer will issue a recommendation for the final disposition of the matter. The Dispute Resolution Officer will then provide the recommendation to the FAA Administrator, who will make a final agency decision concerning the merits of the contract dispute.

(j) When the Dispute Resolution Officer determines that a contract dispute is frivolous or has no basis in fact or law, a summary decision may be issued as the Dispute Resolution Officer's recommendation to the FAA Administrator. The FAA Administrator will then issue a final agency decision concerning the merits of the contract dispute.

(k) The FAA will require continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending final decision on a contract dispute related to this contract.

(l) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate, fixed by the Secretary of the Treasury, which is applicable to the period during which the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pending contract dispute.

(m) To the extent that a final agency decision is subject to judicial review, such review will be pursuant to 49 U.S.C. 46110. If the parties have agreed to binding arbitration, the decision of the Dispute Resolution Officer (unless overruled by the FAA Administrator) will be final. A final agency decision which is the result of binding arbitration (not overruled by the Administrator) will not be subject to judicial review absent fraud, corruption, misconduct, or manifest disregard for the law.

3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
 - (2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or
 - (3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

3.10.1-22 Contracting Officer's Technical Representative

- (a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.
- (b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

NOTICE: The following solicitation clauses pertinent to this Section are hereby incorporated by reference:

- 3.2.2.3-8 AUDIT AND RECORDS (APRIL 1996)
- 3.2.2.3-33 ORDER OF PRECEDENCE (NOVEMBER 1997)
- 3.2.2.3-37 NOTIFICATION OF OWNERSHIP CHANGES (APRIL 1996)
- 3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APRIL 1996)
- 3.2.5-1 OFFICIALS NOT TO BENEFIT (APRIL 1996)
- 3.2.5-3 GRATUITIES OR GIFTS (APRIL 1996)
- 3.2.5-4 CONTINGENT FEES (OCTOBER 1996)
- 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCTOBER 1996)

3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)
 3.2.5-11 DRUG FREE WORKPLACE (APRIL 1996)
 3.3.1-1 PAYMENTS (APRIL 1996)
 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
 3.3.1-9 INTEREST (APRIL 1996)
 3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)
 3.3.1-17 PROMPT PAYMENT (OCTOBER 1996)
 3.3.1-25 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
 (OCTOBER 1996)
 3.4.2-6 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
 (OCTOBER 1996)
 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES--FIXED PRICE CONTRACT
 (APRIL 1996)
 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
 INFRINGEMENT (APRIL 1996)
 3.5-13 RIGHTS IN DATA-GENERAL (OCTOBER 3, 1996)
 3.5-13 RIGHTS IN DATA-GENERAL (OCTOBER 3, 1996)
 /ALT2
 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL
 BUSINESS CONCERNS (APRIL 1996)
 3.6.2-2 CONVICT LABOR (APRIL 1996)
 3.6.2-9 EQUAL OPPORTUNITY (NOVEMBER 1997)
 3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
 (JANUARY 1998)
 3.6.2-13 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (JANUARY 1998)
 3.6.2-14 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF
 VIETNAM ERA (JANUARY 1998)
 3.6.2-15 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
 (APRIL 1996)
 3.6.3-2 CLEAN AIR AND CLEAN WATER (APRIL 1996)
 3.10.1-7 BANKRUPTCY (APRIL 1996)
 3.10.1-12 CHANGES--FIXED-PRICE (APRIL 1996)
 3.10.1-12 CHANGES--FIXED-PRICE ALTERNATE II (APRIL 1996)
 /ALT2
 3.10.3-1 DEFINITIONS (DECEMBER 1997)
 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
 (OCTOBER 1996)
 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 1996)
 3.10.6-7 EXCUSABLE DELAYS (OCTOBER 3, 1996)

PART III - SECTION J - LIST OF ATTACHMENTS

NOT APPLICABLE

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this solicitation (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications which are specifically required to be completed, signed, and submitted. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

K.1 FEDERAL AVIATION ADMINISTRATION, BUSINESS DECLARATION FORM

1. Name of Firm: _____

2. Address of Firm: _____

3. Telephone Number of Firm: _____

Facsimile Number of Firm: _____

4. (a) Name of Person Making Declaration: _____

(b) Telephone Number of Person Making Declaration: _____

(c) Position Held In The Company: _____

5. Controlling Interest In Company (☒ All Appropriate Boxes)

() Black American () Hispanic American

() Native American () Asian American

() Female-Non Minority () Male-Non Minority

() Female () Male

() 8(a) Certified (Certification Letter Attached)

6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?

() Yes () No

If No, provide the name and telephone number of the person who has this authority:

7. Nature of Business—Specify major services/products.

8. (a) Years the firm has been in business: _____ (b) No. of Employees: _____

9. Type of Ownership: () Sole Ownership () Partnership
() Other/Explain Below:

10. Gross receipts of the firm for the last three years:

Year Ending _____ Gross Receipts \$ _____

Year Ending _____ Gross Receipts \$ _____

Year Ending _____ Gross Receipts \$ _____

11. Tax Identification Number (TIN)/Employer Identification Number
(EIN)/Social Security Number (SSN): _____

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

SIC CODE AND SMALL BUSINESS SIZE STANDARD. (JAN 1991)

The standard industrial classification (SIC) code for this acquisition is 2732. The small business size standard is 500 employees.

12. Is the firm a small business? Yes _____ No _____

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
(Name of Business)
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I
AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18
U.S.C. 1001.

Signature: _____ Date: _____

Name/Title: _____

3.2.2.3-15 AUTHORIZED NEGOTIATORS (APRIL 1996)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this submittal: [list names, titles, and telephone numbers of the authorized negotiators].

Name and Title

Telephone Number

Name and Title

Telephone Number

Name and Title

Telephone Number

**K.2 NOTICE OF EMPLOYMENT OF FORMER UNITED STATES
GOVERNMENT EMPLOYEES (SERVICE CONTRACTS) (JAN 1997)
(TO BE PROVIDED WITH YOUR OFFER)**

CLA.0124

(a) This clause implements the Federal Workforce Restructuring Act of 1994 ("Buyout"), P.L. 103-226. The following requirements apply to any contracts, subcontracts, task orders, or other arrangements for services contracts entered into after March 30, 1994, and immediately upon knowledge of any such arrangements for a period of 5 years after the employee left Government service.

(b) The offeror shall provide the following notice and certification of employment of employee(s) who were previously employed by the United States Government and received the voluntary separation incentive payment ("buyout"). You are reminded that in accordance with the buyout legislation, the buyout employee performing on personal service contracts for the United States Government is required to repay the buyout incentive unless the Head of the Agency of former employment obtains a waiver from the Director of the Office of Personnel Management.

NOTICE OF EMPLOYMENT OF FORMER UNITED STATES GOVERNMENT EMPLOYEE (SERVICE CONTRACTS)

The following individuals are former United States Government employees (who took the "buyout") who are presently employed by _____.
(Company's name)

EMPLOYEE'S NAME	FORMER AGENCY OF EMPLOYMENT	DESCRIPTION OF CONTRACT TASK	SUBCONTRACTOR
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

_____ This company has not hired and does not intend to hire any former United States Government employees who took the buyout on the contract resulting from this proposal.

CONTRACTOR'S CERTIFICATION:

On behalf of _____, (company's name) I certify that the above information is accurate and complete to the best of my knowledge

(Name of Company Representative)

NOTE: The Contracting Officer's signature on this contract, or any subsequent modification hereto, does not constitute a determination of any contractor employee violation/nonviolation of the Federal Workforce Restructuring Act of 1994 ("Buyout"), P.L. 103-226.

3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APRIL 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)

The offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance

reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

3.8.2-18 CERTIFICATION OF DATA (OCTOBER 1996)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

NOTICE: The following solicitation clauses pertinent to this Section are hereby incorporated by reference:

- 3.2.5-2 INDEPENDENT PRICE DETERMINATION (OCTOBER 1996)
- 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCTOBER 1996)
- 3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (APRIL 1996)
- 3.6.3-1 CLEAN AIR AND WATER CERTIFICATION (APRIL 1996)

PART IV - SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROPOSAL CONTENT AND FORMAT

(a) The overall proposal shall consist of two physically separate and detachable volumes, individually titled as follows:

(1) VOLUME I - SOLICITATION, OFFER AND AWARD DOCUMENTS - This volume shall contain a copy of the solicitation duly executed by an official authorized to bind the offeror. Line item pricing is required in Part I, Section B, "Supplies or Services and Prices/Costs.", Part IV, Section K, "Representations and Certifications, and Other Statements of Offerors" must be executed and complete.

(2) VOLUME II - TECHNICAL PROPOSAL - Technical proposals shall be submitted as separate and complete sections for each of the Technical Evaluation Factors outlined in Section M. The technical proposal shall not include prices/costs or any pricing information.

(b) The required number of copies of each proposal volume is as follows:

Volume	Required Number of Copies
I (Solicitation)	2 copies
II (Technical)	6 copies

(c) Copy No. 1 (original of each volume) of the proposal shall contain the signed original of all documents requiring signatures by the offeror. Use of reproductions of signed originals is authorized in all other copies (see required number referenced above) of the proposal.

(d) No reference shall be made to prices/costs in the technical proposal. Only one proposal from each offeror shall be considered.

(e) Offerors are advised to submit a proposal which is clear and comprehensive without additional explanation or information. Nonconformance with the instructions may be cause for rejection. The Government may make a final determination of the successful offeror solely on the basis of the proposal as initially submitted without requesting further information; therefore, offerors are advised to submit their best proposal initially. If it is deemed necessary, however, the Government may, at its sole discretion, request additional information from offerors concerning clarification without substantially changing any proposal as submitted. If the Government conducts discussions with any offeror in the competitive range, the Government will conduct discussions with all offerors in the competitive range.

(f) To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered and identified with the date and the solicitation number to the extent practicable.

L.2 PREPARATION OF VOLUME I (SOLICITATION DOCUMENTS)

(a) This volume shall contain a copy of the solicitation duly executed by an official authorized to bind the offeror. Line item pricing is required in Part I, Section B, "Supplies or Services and Prices/Costs.", Part IV, Section K "Representations and Certifications, and Other Statements of Offerors" must be executed and complete.

(b) Each offeror is required to submit cost documentation. The Government needs this data to evaluate the realism, completeness and reasonableness of your proposal. The burden of proof for cost credibility rests with the offeror. All information relating to cost documentation shall be included in Volume I. Under no circumstances shall cost documentation be included elsewhere in the proposal. Data beyond that required by the next subparagraph shall not be submitted unless requested by the CO to document or support the cost/price position.

(c) Provide as cost documentation a summary elemental cost breakdown consisting of material costs, subcontracts, labor costs, indirect costs, general and administrative costs, cost of money and profit. Provide this summary for the total contract and for each separately priced line item or skill category.

L.3 INFORMATION FOR PROPOSAL PREPARATION (IFPP) VOLUME II (TECHNICAL)

(a) General requirements:

(1) The technical proposal, including program management, must be sufficiently detailed to enable technically oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed services meet the requirements of the FAA and that the offered approach is valid and practical. The technical proposal must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for, and the technical problems inherent in, providing services of the scope and character outlined in the PWS. Clear evidence of services/processes previously demonstrated and

currently in place relating to the various categories and major factors should be included.

(2) Statements that the offeror understands, can, or will comply with all statement in the PWS, and statements paraphrasing the PWS requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures will be employed," or "well-known techniques will be used," etc., will be considered insufficient.

(3) Content is more important than quantity. Proposals shall contain a table of contents and a matrix tracing PWS requirements to technical proposal content. Proposals shall be in narrative form, typewritten (no smaller than 12 point type), double spaced with 1" margins, on standard 8-1/2" x 11" letter size paper, and page numbers at the bottom of each page. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are neither necessary nor desired and may be construed as an indication of the offeror's lack of cost consciousness. In preparing the proposal, emphasis should be placed on providing complete information in the areas which are set forth below and in Part IV, Section M.1, Technical Evaluation.

(4) The technical proposal shall be limited to a total of 100 pages. Two sided printing will be counted as 2 pages. Fold-outs will be counted as 2 pages. Evaluators will not read any pages beyond the specified page count. Resumes are not included in the page limit.

(5) In preparing the proposal, emphasis should be placed on supplying complete information in the areas which are set forth below and in Section M, Provision M.2, Technical Evaluation. To provide a fair and equitable evaluation of all proposals, separate and complete responses must be made to each of the following factors and subfactors.

(b) Specific Proposal information:

The evaluation of technical proposals shall be made according to the factors listed below: These factors are in descending order of importance. The subfactors listed under each factor are listed in descending order of importance except for factor 1 in which they are equal.

(1) SPECIALIZED EXPERIENCE OF THE FIRM:

The purpose of this item is to determine the firm's qualification, i.e., relevant recent experience and technical competence of the work required in projects similar to the one being solicited. Offerors shall provide examples of work they have done that demonstrates experience with the following. Also provide points of contact of customers that you have accomplished this type of work for (to include telephone numbers).

(i) handbook development including updating old formatted material to state-of-the-art material--

(ii) change single color or multi-shade black and white graphics to digital high resolution graphics

(iii) resumes of the aeronautical writers which will participate in the development of these handbooks, including references and telephone numbers, and

(iv) list of aeronautical handbooks developed and published within the last 10 years.

(2) DESIGN ABILITY AND UNDERSTANDING OF THE REQUIREMENT:

The purpose of this item is to demonstrate the offerors technical approach, and plan for accomplishing this requirement, and how they plan to accomplish the work in the required time frames. Offerors shall provide draft plans, copies of examples of similar work they have done that demonstrates experience with the following:

(i) Technical approach (planning and editorial process and design philosophy), possible concepts (narrative), special text or graphics design opportunities, innovative publication possibilities, and provisions for revision cycling.

(ii) Understanding of, and experience in aeronautical writing, publication and/or presentational design format, i.e., approach to enhancing graphics, rewriting existing aeronautical material incorporating up-to-date information, and examples of previously used editorial/publication techniques and measure of results.

(iii) Proposed project schedule and man-loading plan.

(iv) Quality of examples of previous work.

(v) Publisher's recognition. Major awards and other major recognition the firm or members of the firm have received for publisher's design excellence.

(3) CAPABILITY AND CAPACITY OF FIRM TO ACCOMPLISH THE WORK:

The purpose of this item is to determine the capacity and capability of the firm and the firm's personnel to accomplish the work in the required time frames. Offerors shall provide examples of work they have done that demonstrates experience with the following. Also provide resumes of your employees, including references and telephone numbers, that you will assign to accomplished this work for the FAA. Evaluator shall consider the following:

(i) Relevant recent experience and technical knowledge of key project personnel within the firm, and key outside consultants.

(ii) Total number of personnel the firm employs in the technical disciplines required for the proposed work, and the professional qualification of those personnel necessary for satisfactory performance of required services.

(iii) The firm's current workload, i.e., total number of on-going projects, their publication value or fee, and their percentage of completion.

(4) PAST PERFORMANCE:

The purpose of this item is to determine the firm's past performance on contracts with DOT, other Government agencies, and private industry in terms of cost control; quality of work; compliance with contractual performance/delivery schedules; accuracy of publication or editorial cost estimates; and number, dollar amounts, and reasons for editorial change orders. Offerors shall provide examples of work they have done that demonstrates this type of experience. Also provide points of contact of customers that you have accomplished this type of work for (to include telephone numbers).

(i) Available performance evaluation reports.

(ii) Reports on similar work performed for others.

1. Factor 1 - Past Performance:

Offerors shall submit the following information as part of their proposal for both the offeror and proposed major subcontractors:

(A) A list of the last 5 contracts and subcontracts completed during the past three years and all contracts and subcontracts currently in process. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract.

- (1) Name of contracting activity
 - (2) Contract number
 - (3) Contract type
 - (4) Total contract value
 - (5) Contract Work
 - (6) Contracting officer and telephone
 - (7) Programming manager and telephone
 - (8) Administrative contracting officer, if different from (6) above, and telephone
 - (9) List of major subcontractors
- (2) The offeror may provide information on problems encountered on the contracts and subcontracts identified in A above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

(5) ORGANIZATIONAL STRUCTURE:

The purpose of this item is to determine the organizational structure of the firm; i.e., minority-owned, woman-owned, and use of consultants, in-house, joint-ventured, or by association or subcontract. Offerors shall provide team assignment plans for this requirement and the experience level of the team members. Also provide points of contact of customers that you have accomplished this type of work for (to include telephone numbers).

- (i) Project team organization and key personnel roles and responsibilities.
- (ii) Project management procedures.
- (iii) Methods used to control project schedule and construction cost estimates
- (iv) Quality control procedures.

(6) GOVERNMENT PRINTING OFFICE (GPO) REQUIREMENTS:

The purpose of this item is to determine the firm's ability to produce the handbook(s) in camera-ready format and ability to transmit the handbook by electronic means.

L.4 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

L.5 PRE-AWARD SURVEY OF PROSPECTIVE CONTRACTORS

(a) If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for Government review at that time. The following are examples of the areas that may be investigated and evaluated:

- (1) Technical capability
- (2) Quality Assurance
- (3) Financial capability
- (4) Accounting systems
- (5) Other, as appropriate

(b) Offerors are advised that accomplishment of this survey is a part of the evaluation process and is not be construed as an indication

that an offeror will receive or is in the best position to receive the resultant award.

**L.6 REQUEST FOR MODIFICATION OF CONTRACT TERMS
AND CONDITIONS (JAN 1997)**

CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

3.2.2.3-5 DESCRIPTIVE LITERATURE (OCTOBER 1996)

(a) "Descriptive literature" means information (e.g., cuts, illustrations, drawings, and brochures) that is submitted as part of an offer. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the Screening Information Request (SIR) and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective Contractor or for operating or maintaining equipment.

(b) Descriptive literature, required elsewhere in this SIR, must be (1) identified to show the item(s) of the offer to which it applies and (2) received by the time specified in this SIR for receipt of submittals. Failure to submit descriptive literature on time may require rejection of the offer (see the "Late Submissions, Modifications, and Withdrawals of Submittals" provision of this SIR).

(c) The failure of descriptive literature to show that the product offered conforms to the requirements of this SIR may require rejection of the submittal.

(d) At the discretion of the Contracting Officer, the requirement for furnishing descriptive literature under this (SIR) may be waived for any offeror that makes an affirmative representation in subparagraph (d)(1) below, if the Contracting Officer determines that the product supplied by the offeror under a prior contract meets the requirements of this SIR.

(1) The offeror represents that it ☐ has, ☐ has not ☐ [check applicable box] supplied a product to the _____ [as appropriate, the Contracting Officer shall designate the contracting office or an alternate activity or office] under a prior contract that is the same as the product offered under this SIR for which literature is required.

(2) If the offeror checked 'has' in paragraph (d)(1) above, and seeks a waiver of the requirement for submitting descriptive literature, the offeror must fill in the following information:

Prior contract number _____

Date of prior contract _____

Contract line item number of product supplied _____

Name and address of government activity
to which delivery was made _____

Date of final delivery of product supplied _____

(e) Offerors must submit offers on the basis of required descriptive literature or on the basis of a previously supplied product under paragraph (d) above. An offeror submitting an offer on one of these two bases may not elect to have its offer considered on the alternative basis after the time specified for receipt of submittals. An offeror's request for a waiver under paragraph (d) above will be disregarded if that offeror has submitted the descriptive literature required under this SIR.

3.9.1-3 PROTEST (AUGUST 1996)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIR's) or awards of contracts shall be resolved in accordance with this provision, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. §46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision, only after an offeror or potential offeror has exhausted its administrative remedies for resolving a protest under the FAA Dispute Resolution System.

(b) Offerors should first seek informal resolution of any issues concerning potential protests with the Contracting Officer (CO). CO's should make reasonable efforts to promptly and completely resolve concerns or controversies, where possible.

(c) If resolution at the Contracting Officer level is not desired or successful, offerors or prospective offerors may file a protest with the Office of Dispute Resolution, for assignment to a Dispute Resolution Officer.

(d) Protests are to be in writing and should contain the protester's name, address, telephone, and fax number; the SIR or contract number; a concise statement of the protest; the legal basis for protest; a request for remedy; and the signature of a duly authorized representative of the protester. Protests are to be filed by certified mail or in person at the following address:

ODR for Acquisition, AGC-70
FAA
400 7th St., S.W.
Room 8332
Washington, D.C. 20590

Phone (202) 366-6400
Fax (202) 366-7400.

(e) Protests must be filed with the Office of Dispute Resolution within 5 business days of the date that the protester was aware, or should reasonably have been aware, of the agency action or inaction which forms the basis of the protest. If the protester was entitled to and requested a debriefing from the FAA, then any protest must be filed within 5 business days after the date which the FAA makes available for that debriefing. The Office of Dispute

Resolution may promulgate additional protest procedures and time limitations for the resolution of protests, which will be described in a provision to be referenced or included in FAA SIR's, or provided upon request. Both parties agree to be bound by any such procedures.

(f) For the purposes of this clause, a protester can be a prospective offeror whose direct economic interest would be affected by the award or failure to award an FAA contract, or an actual offeror with a reasonable chance to receive an award of an FAA contract.

(g) The following matters are not protestable:

- (1) FAA purchases from or through federal, state, and local governments and public authorities;
- (2) grants; and
- (3) cooperative agreements.

(h) The FAA will continue procurement activities and, where applicable, will permit contractor performance (after award) pending resolution of a protest, unless the FAA determines that there is a compelling reason to suspend or delay all or part of the procurement activities. For protests after award, the FAA Dispute Resolution Officer may recommend suspension of contract performance. A decision to suspend or delay activities will be made in writing by the FAA Administrator or his designee.

(i) When a protest has been received, the Dispute Resolution Officer will inform other interested parties of the protest. Upon request, the Dispute Resolution Officer may permit other interested parties to participate in the proceedings. If an interested party declines to request participation in a protest filed with the Office of Dispute Resolution, or fails to file a protest directly with the FAA, then that party waives their right to protest this SIR, or the award of any contract issued pursuant to this SIR.

(j) When a protest is filed with the FAA Office of Dispute Resolution, a Dispute Resolution Officer will be assigned to the matter. The Dispute Resolution Officer may use any form of Alternative Dispute Resolution (ADR) to settle a protest, including, but not limited to, informal communication, mediation, fact-finding, and binding or nonbinding arbitration. Binding arbitration may be employed only if the protester and the FAA agree to use this method to resolve the merits of the protest.

(k) If binding arbitration is agreed to, the decision of the Dispute Resolution Officer will become a final agency decision, unless the FAA Administrator indicates nonconcurrence with the decision, in writing, within 5 business days after the date that the decision is issued. If the FAA Administrator nonconcurs with the decision and issues a contrary determination, then that determination becomes the final agency decision concerning the merits of the protest.

(l) If the parties have not agreed to binding arbitration and are unable to reach an agreement on the merits of the protest through ADR, then the Dispute Resolution Officer will issue a recommendation for the final disposition of the matter. The Dispute Resolution Officer will then provide the recommendation to the FAA Administrator, who will make a final agency decision concerning the merits of the protest.

(m) When the Dispute Resolution Officer determines that a protest is frivolous or has no basis in fact or law, a summary decision may be issued as the Dispute Resolution Officer's recommendation to the FAA Administrator. The FAA Administrator will then issue a final agency decision concerning the merits of the protest.

(n) The Dispute Resolution Officer, or the Administrator, where applicable, has broad discretion to create a remedy for a successful protest.

(o) To the extent that a final agency decision is subject to judicial review, such review will be pursuant to 49 U.S.C. §46110. If the parties have agreed to binding arbitration, the decision of the Dispute Resolution Officer (unless overruled by the FAA Administrator) will be final. A final agency decision which is the result of binding arbitration (not overruled by the Administrator) will not be subject to judicial review absent fraud, corruption, misconduct, or manifest disregard for the law.

NOTICE: The following solicitation clauses pertinent to this Section are hereby incorporated by reference:

- 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (APRIL 1996)
- 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (APRIL 1996)
- 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (APRIL 1996)
- 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (OCTOBER 1996)
- 3.2.2.3-16 RESTRICTION ON DISCLOSURE AND USE OF DATA (APRIL 1996)
- 3.2.2.3-17 PREPARATION OF OFFERS (OCTOBER 1996)
- 3.2.2.3-19 CONTRACT AWARD (APRIL 1996)
- 3.2.4-25 SINGLE OR MULTIPLE AWARDS (APRIL 1996)
- 3.13-4 CONTRACTOR IDENTIFICATION NUMBER-DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (AUGUST 1997)

PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

M.1 INTRODUCTION

(a) Proposals will be evaluated and the contract award will be made on the basis of "Best Value to the Government".

(b) Each proposal will be evaluated on the basis of its technical and price proposals, **technical being significantly more important than price**. Separate technical and price proposals are required as described in Section L. Proposals may be eliminated if they are determined to be grossly deficient (i.e., the proposal does not represent a reasonable effort to address itself to all elements of the solicitation or PWS or clearly demonstrates that the offeror does not understand the requirements of the solicitation and an extensive rewrite would be required before it could be considered acceptable for evaluation), or if they are determined to be outside the competitive range established by the Contracting Officer after initial evaluations are completed.

(c) If any portion of the work is to be performed by a subcontractor, offerors must include in their proposals supporting documentation describing each subcontractor's qualifications and how the subcontractor was determined.

(d) Technical proposals will be evaluated, rated and scored in accordance with pre-established evaluation factors. The factors are listed in provision M.2 in descending order of importance, except for factors 4-6 in which they are equal.

(e) Price proposals will not be rated or scored, but evaluated on the basis of reasonableness and realism.

(f) The two offers that provide the overall greatest value to the Government will be selected for award. The successful offers may not necessarily be the lowest priced offer. Technical competency shall be significantly greater than price in determining the overall greatest value to the Government. However, price may become relatively more important as the difference in technical scores decreases.

(g) All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the solicitation. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion. Any proposal found to be grossly deficient (i.e., the proposal does not represent a reasonable effort to address itself to all elements of the solicitation and performance work statement) or clearly demonstrates that the offeror does not understand the requirements of the solicitation and would require an extensive rewrite before it could be considered acceptable for evaluation will be eliminated before detailed rating of the proposal.

(h) The Government reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and price. Offerors are cautioned to not minimize the importance of a detailed response in any area because of its order of importance or due to its lack of a scoring feature.

M.2 BASIS FOR AWARD

(a) The Government will make award to two responsible offerors whose proposal conforms to the solicitation and provides the best value to the Government, considering the cost or price and technical factors listed below. For this solicitation, technical competency is significantly more important than cost or price. However, as proposals become more equal in their technical merit, the evaluated cost or price will become more important.

(b) The factors listed below are listed in descending order of importance and will be used to evaluate technical proposals. Factor 1 is significantly more important than any other individual factor and Factor 2 is significantly more important than Factors 3, 4, 5, and 6. Factor 3 is more important than Factor 4, 5, and 6. Factors 4, 5 and 6 are equal in importance.

- (1) Specialized experience of the firm
- (2) Design ability and understanding of the requirement
- (3) Capability and capacity of the firm to accomplish the work
- (4) Past performance
- (5) Organizational Structure
- (6) Government Printing Office (GPO) requirements

(c) Major subfactors within each factor will be rated by the evaluation team on a rating scale as follows: 4 = Excellent; 3 = Good; 2 = Satisfactory; 1 = Fair; and 0 = Unsatisfactory. Team ratings for each major subfactor will be weighted to establish a score for each factor. Failure to achieve at least a Fair rating in any one of the major subfactors may result in an overall score of unsatisfactory for the factor. Offerors are cautioned that similarly numbered subfactors within different factors are not necessarily of identical importance. The technical proposal will be evaluated as a whole document. Therefore, all relevant information contained in the proposal will be considered by the evaluation team in their rating of any given subfactor.

(d) Paragraphs (e) through (i) below provide a listing of the factors and major subfactors of technical evaluation. The factors are listed in descending order of importance, except for factors 4-6 which are equal in importance; and the subfactors are listed in descending order of importance within each factor.

(e) Factor 1 - Specialized Experience of the Firm

Evaluation of the Offeror's qualification, experience and technical competence of the work required.

(i) Subfactor 1.1 Offeror's ability of handbook development including updating old formatted material to state-of-the-art material--

(ii) Subfactor 1.2 Offeror's ability to change single color or multi-shade black and white graphics to digital high resolution graphics

(iii) Subfactor 1.3 Offeror's resumes of the aeronautical writers which will participate in the development of these handbooks including references and telephone numbers, and

(iv) Subfactor 1.4 Offeror's list of aeronautical handbooks developed and published within the last 10 years.

(f) Factor 2 - Design Ability and Understanding of the Requirement

Evaluation of the Offeror's ability to demonstrate their technical approach, and plan for accomplishing this requirement, and how they plan to accomplish the work in the required time frames.

(i) Subfactor 2.1 Assessment of Offeror's technical approach (planning and editorial process and design philosophy), possible concepts (narrative), special text or graphics design opportunities, innovative publication possibilities, and provisions for revision cycling.

(ii) Subfactor 2.2 Offeror's understanding of, and experience in aeronautical writing, publication and/or presentational design format, i.e., approach to enhancing graphics, rewriting existing aeronautical material incorporating up-to-date information, and examples of previously used editorial/publication techniques and measure of results.

(iii) Subfactor 2.3 Offeror's proposed project schedule and man-loading plan.

(iv) Subfactor 2.4 Offeror's quality of examples of previous work.

(v) Subfactor 2.5 Publisher's recognition. Major awards and other major recognition the firm or members of the firm have received for publisher's design excellence.

(g) Factor 3 - Capability and Capacity of Firm to Accomplish the Work

Evaluation of the Offeror's capacity and capability of the firm and the firm's personnel to accomplish the work in the required time frames.

(i) Subfactor 3.1 Assessment of the Offeror's recent experience and technical knowledge of key project personnel within the firm, and key outside consultants.

(ii) Subfactor 3.2 Evaluation of the total number of personnel the firm employs in the technical disciplines required for the proposed work, and the professional qualification of those personnel necessary for satisfactory performance of required services.

(iii) Subfactor 3.3 Evaluation of the firm's current workload, i.e., total number of on-going projects, their publication value or fee, and their percentage of completion.

(h) Factor 4 - Past Performance

Evaluation of the Offeror's past performance on contracts with DOT, other Government agencies, and private industry in terms of cost control; quality of work; compliance with contractual performance/delivery schedules; accuracy of publication or editorial cost estimates; and number, dollar amounts, and reasons for editorial change orders.

(i) Subfactor 4.1 Evaluation of available performance evaluation reports.

(ii) Subfactor 4.2 Evaluation of reports on similar work performed for others.

(i) Factor 5 - Organizational Structure

Evaluation of the Offeror's organizational structure of the firm; i.e., minority-owned, woman-owned, and use of consultants, in-house, joint-ventured, or by association or subcontract.

(i) Subfactor 5.1 Evaluation of project team organization and key personnel roles and responsibilities.

(ii) Subfactor 5.2 Evaluation of project management procedures.

(iii) Subfactor 5.3 Evaluation of Offeror's methods used to control project schedule and construction cost estimates

(iv) Subfactor 5.4 Evaluation of Offeror's quality control procedures.

(h) Factor 6 - Government Printing Office (GPO) Requirements

Evaluation of the Offeror's ability to produce the handbook(s) in camera-ready format and ability to transmit the handbook by electronic means.

M.3 PRICE/COST EVALUATION |

(a) Price/Cost proposals of all offerors and all associated subcontracts over \$50,000 will be evaluated, but not numerically scored, for the base period and all option periods in the following areas:

(1) Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs and includes all information required by L.5.

(2) Reasonableness - Review of rationale and data supporting elements of cost included in the proposal.

(3) Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.

(b) Proposals, whether initial or revised submissions, which are unrealistically low may be grounds for elimination from further competition on the grounds of the offeror's failure to comprehend contract requirements.

NOTICE: The following solicitation clauses pertinent to this Section are hereby incorporated by reference: |

3.2.4-29 EVALUATION EXCLUSIVE OF OPTIONS (APRIL 1996)

3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)